

REMARKS

The above amendments to the above-captioned application along with the following remarks are being submitted as a full and complete response to the Office Action dated August 28, 2006. Applicants thank the Examiner for taking the time to conduct telephone conferences with the Applicants' undersigned representative in furthering the prosecution of this application.

In view of the above amendments and the following remarks, the Examiner is respectfully requested to give due reconsideration to this application, to indicate the allowability of the claims, and to pass this case to issue.

Status of the Claims

Claims 1-16 stand for consideration in this application.

Prior Art Rejections

The Examiner rejected claims 1-16 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,810,359 to Sakaguchi et al., in view of U.S. Patent No. 6,687,634 to Borg et al. This rejection has been carefully considered, but is most respectfully traversed.

The present invention as now recited in claim 1 is directed to a method for a third party provider to guarantee the performance of long-term capital equipment or fixtures of an owner by managing and maintaining all components of the long-term capital equipment or fixtures for a specified period of time so as to allow the owner to better plan and prioritize limited budget resources, comprising the steps of: (1) diagnosing existing conditions of the long-term capital equipment or fixtures by the provider to determine if any repairs are required to bring the long-term capital equipment or fixtures to a predetermined start-up standard of performance, said predetermined start-up standard of performance being negotiated between the owner and the provider; (2) repairing the long-term capital equipment or fixtures by the provider to reach the start-up standard if any of the existing conditions are below the predetermined start-up standard; (3) developing a maintenance schedule by the provider to perform recurrent inspections, preventive maintenance, and housekeeping on the long-term capital equipment or fixtures so as to maintain the long-term capital equipment or fixtures at a standard of performance for a specified period of time, said standard of performance being negotiated between the owner and the provider and set to within industry

acceptable parameters; and(4) providing a warranty by the provider on the long-term capital equipment or fixtures in conjunction with the purchase by the owner of performance of the (1)-(3) steps, said providing of the warranty including transferring from the owner to the provider the technical and financial risk including costs associated with managing and maintaining all components of the long-term capital equipment or fixtures within the standard of performance during the specified period of time.

In another embodiment, the present invention recited in claim 9 is directed to An automated system for a third party provider to guarantee the performance of long-term capital equipment or fixtures of an owner by managing and maintaining all components of the long-term capital equipment or fixtures for a specified period of time so as to allow the owner to better plan and prioritize limited budget resources, comprising: (1) means for diagnosing existing conditions of the long-term capital equipment or fixtures by the provider to determine if any repairs are required to bring the long-term capital equipment or fixtures to a predetermined start-up standard of performance, said predetermined start-up standard of performance being negotiated between the owner and the provider; (2) means for repairing the long-term capital equipment or fixtures by the provider to reach the start-up standard if any of the existing conditions are below the predetermined start-up standard; (3) means for developing a maintenance schedule by the provider to perform recurrent inspections, preventive maintenance, and housekeeping on the long-term capital equipment or fixtures so as to maintain the long-term capital equipment or fixtures at a standard of performance for a specified period of time, said standard of performance being negotiated between the owner and the provider and set to within industry acceptable parameters; and (4) means for providing a warranty by the provider on the long-term capital equipment or fixtures in conjunction with the purchase by the owner of performance by the (1)-(3) means, said providing of the warranty including transferring from the owner to the provider the technical and financial risk including costs associated with managing and maintaining all components of the long-term capital equipment or fixtures within the standard of performance during the specified period of time.

In a further embodiment, the present invention as recited in claim 10 is directed to A computer program product for a third party provider to guarantee the performance of long-term capital equipment or fixtures of an owner by managing and maintaining all components of the long-term capital equipment or fixtures for a specified period of time so as to allow the owner to better plan and prioritize limited budget resources, comprising: (1) a diagnosing

module for diagnosing existing conditions of the long-term capital equipment or fixtures by the provider to determine if any repairs are required to bring the long-term capital equipment or fixtures to a predetermined start-up standard of performance, said predetermined start-up standard of performance being negotiated between the owner and the provider; (2) a repairing module for repairing the long-term capital equipment or fixtures by the provider to reach the start-up standard if any of the existing conditions are below the predetermined start-up standard; (3) a maintenance schedule module for developing a maintenance schedule by the provider to perform recurrent inspections, preventive maintenance, and housekeeping on the long-term capital equipment or fixtures so as to maintain the long-term capital equipment or fixtures at a standard of performance for a specified period of time, said standard of performance being negotiated between the owner and the provider and set to within industry acceptable parameters; and (4) a warranty module for providing a warranty by the provider on the long-term capital equipment or fixtures in conjunction with the purchase by the owner of performance by the (1)-(3) modules, said providing of the warranty including transferring from the owner to the provider the technical and financial risk including costs associated with managing and maintaining all components of the long-term capital equipment or fixtures within the standard of performance during the specified period of time.

Among the advantages of the present invention, the structure and operation of the invention allows the owner to better plan and prioritize limited budget resources. For example, the present invention can by its nature be offered to users based on fixed pricing or predictable pricing or purchasing methods, such as those methods used by federal, state or local government agencies, as well as by private entities that maintain large inventories of capital equipment. The invention allows a user to better predict, plan and prioritize the limited funds and other resources that all entities, government or private, now face everyday.

Applicants are hereby submitting testimonials from clients and those of skill in the art attesting to the novelty of the invention in the industry and to the commercial success of the invention, which are attached hereto.

As shown by the accompanying testimonials, along with the previously submitted testimonials, the present invention as recited in the above-outlined claims embody a structure and an operation that fulfill a long felt need in the industry that those of skill in the art have not to date been able to solve, despite the presence of the prior art of record. The present invention addresses that need and has proven so as illustrated by all the testimonials now of

record. Consequently, Applicants will contend that the present invention as now claimed is distinguishable and thereby allowable over the rejection raised in the Office Action. The withdrawal of the outstanding prior art rejections is in order, and is respectfully solicited.

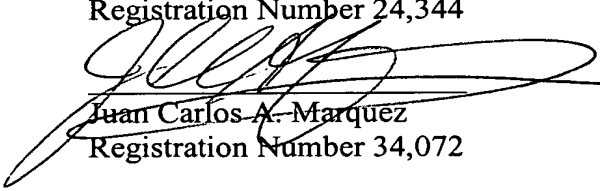
Conclusion

In view of all the above, clear and distinct differences as discussed exist between the present invention as now claimed and the prior art reference upon which the rejections in the Office Action rely, Applicants respectfully contend that the prior art references cannot anticipate the present invention or render the present invention obvious. Rather, the present invention as a whole is distinguishable, and thereby allowable over the prior art.

Favorable reconsideration of this application is respectfully solicited. Should there be any outstanding issues requiring discussion that would further the prosecution and allowance of the above-captioned application, the Examiner is invited to contact the Applicants' undersigned representative at the address and phone number indicated below.

Respectfully submitted,

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October 13, 2006

SPF/JCM